

**STATE OF WASHINGTON  
Puget Sound Partnership  
TACOMA, WASHINGTON**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQQ NO. 201109**

*If you download this RFQQ from the PUGET SOUND PARTNERSHIP (PSP) website located at [www.psp.wa.gov](http://www.psp.wa.gov), you are responsible for sending your name, address, e-mail address and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/PSP answers.*

**PROJECT TITLE: PSP Stewardship Evaluation Framework**

**PROPOSAL DUE DATE: June 14, 2011**

**EXPECTED TIME PERIOD FOR CONTRACT: July 25, 2011 – May 30, 2015**

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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# **1 INTRODUCTION**

## **1.1 PURPOSE AND BACKGROUND**

The Puget Sound Partnership was established as a state agency by the Legislature and the Governor to develop and implement an action agenda to restore the health of Puget Sound. The Partnership is charged with taking a collaborative and accountable approach to accomplishing its mission.

The Partnership's Stewardship Program implements and coordinates regional, citizen-based stewardship initiatives, with an emphasis on the social strategy work described in Action Agenda Section E.4 (available at [www.psp.wa.gov/aa\\_action\\_agenda.php](http://www.psp.wa.gov/aa_action_agenda.php)). The work includes a wide range of public awareness, behavior change, and human and social capital development initiatives. These are implemented through a combination of direct grants to partnering organizations, competitive grants, interagency agreements, contracts, and in-house labor.

The program focuses on three primary areas of influence: 1) Issue Awareness and Understanding, 2) Changing Practices and Behaviors, and 3) Social and Institutional Infrastructure. Its theoretical foundation includes diffusion of innovations, social capital, stages of change (i.e., transtheoretical model), and behavioral economics.

The primary purpose of this announcement is to solicit for and establish a contract with a qualified contractor who will help the Partnership build an evaluation framework for their Stewardship Program.

## **1.2 OBJECTIVE**

The objectives of the work under this Request for Quotes & Qualifications are to:

1. Develop an ongoing evaluation framework for the Stewardship Program,
2. Establish protocols to evaluate collective outcomes of work conducted by grantees, contractors, and partnering agencies,
3. Establish baselines to measure progress, and
4. Develop and refine the program's theory of change.

The services to be provided during this project are:

1. Work with Partnership staff and key program partners to develop and document a theory of change for the Partnership's Stewardship Program. Work with Partnership staff and key program partners to guide the development process.

- Develop and document a program logic model.
- Develop and document an outcome map or maps.
- Ensure that the resulting outcome map(s) integrate, to the extent possible, with results chains (i.e., outcome maps) previously developed by the Partnership (see Using Results Chains to Develop Objectives and Performance Measures for the 2008 Action Agenda, available at [www.psp.wa.gov/pm.php](http://www.psp.wa.gov/pm.php))

- Facilitate an outcome map development process to engage a variety of program partners.
2. Based on the work above, work with Partnership staff and key program partners to develop a framework for ongoing evaluation of the Stewardship Program.
- Identify evaluation measures for the program's progress.
  - Develop/identify metrics for use in the Partnership's stewardship grants and sub-awards.
  - Integrate grant/sub-award metrics into the overall program evaluation strategy.
  - Develop protocols to evaluate collective outcomes of work conducted by grantees, contractors, and partnering agencies.
  - Produce written policies and procedures to guide and implement the evaluation framework.
  - Ensure the resulting policies and procedures meet state and federal-EPA procurement and reporting requirements.
3. Based on the work in Task 1 and 2, Work with partnership staff and key program partners to establish baselines to measure program progress.
- Identify and prioritize specific baseline measures.
  - Identify existing and future sources of baseline data and ongoing trend data.
4. Provide ongoing expert advice and technical assistance to assist the Partnership in the implementation of products developed in Tasks 1-3 above.
5. Work with Partnership staff and key program partners to assess overall program performance from 16 May 2011 to 31 May 2015, based on the products developed in Tasks 1-3. Prepare a written report of findings and recommendations for future actions.

### **1.3 MINIMUM QUALIFICATIONS**

The Consultant must be licensed to do business in the state of Washington and have at least ten (10) years of experience with evaluation methodologies, logic model development, outcome mapping, facilitation, consultation, and developing metrics for measurement purposes.

Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

### **1.4 FUNDING**

~~The overall budget for this project shall not exceed **\$70,000**. Proposals in excess of \$70,000 will be rejected as non-responsive and will not be evaluated. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.~~

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding.

### **1.5 PERIOD OF PERFORMANCE**

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about **July 25, 2011** and to end on **May 30, 2015**.

### **1.6 DEFINITIONS**

Definitions for the purposes of this RFQQ include:

**Agency.** Puget Sound Partnership is the Washington state agency of the that is issuing this RFQQ.

**Consultant.** Individual, company, or firm submitting a proposal in order to attain a contract with the Puget Sound Partnership.

**Contractor.** Individual or company whose proposal has been accepted by the Puget Sound Partnership and is awarded a fully executed, written contract.

**Proposal.** A formal offer submitted in response to this solicitation.

**Request for Qualifications and Quotations (RFQQ).** Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

### **1.7 ADA**

The Puget Sound Partnership complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

## **2 GENERAL INFORMATION FOR CONSULTANTS**

### **2.1 RFQQ COORDINATOR**

The RFQQ Coordinator is the sole point of contact in the Puget Sound Partnership for this procurement. All communication between the Consultant and the Puget Sound Partnership upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Debbie Ruggles
Street Address	326 East D Street, Tacoma, WA 98421
Phone Number	(360) 464-1224
E-Mail Address	debbie.ruggles@psp.wa.gov

Any other communication will be considered unofficial and non-binding on the Puget Sound Partnership. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

### **2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

Issue Request for Qualifications and Quotations	April 21, 2011
Preproposal Conference (if applicable)	May 2, 2011 2 – 3 p.m.
Question & answer period	April 28 – May 18, 2011
Issue addendum to RFQQ (if applicable)	N/A
Proposals due	June 14, 2011 @ 4:00 PM PST
Evaluate proposals	June 1-6, 2011
Conduct oral interviews with finalists, if required	Week of June 20, 2011
Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful proposers	By June 24, 2011
Hold debriefing conferences (if requested)	Week of June 26, 2011
Negotiate contract	July 4-8, 2011
File contract with OFM	July 11, 2011
Begin contract work	July 25, 2011

The Puget Sound Partnership reserves the right to revise the above schedule.

### **2.3 PREPROPOSAL CONFERENCE**

A preproposal conference call/webinar is scheduled to be held on May 2, 2011 at 2 p.m. local time. Call-in/log-in information will be posted on the Partnership's website by April 26, 2011. All prospective Consultants should attend; however, attendance is not mandatory.

PSP will be bound only to PSP's written answers to questions. Questions arising at the preproposal conference call or in subsequent communication with the RFQQ Coordinator will be documented and answered in written form. A copy of the questions and answers will be posted on PSP's website by May 19, 2011, after the open Question & Answer period.

### **2.4 SUBMISSION OF PROPOSALS**

Consultants are required to submit two (2) hard copies of their proposal. These must have original signatures. Quotes are to be submitted in a separate, sealed envelope. Additionally, a copy of the proposal must be sent electronically via e-mail to the RFQQ Coordinator by the date and time listed below. Quotes should not be submitted electronically. This electronic version must be a signed copy of the original. The proposal, whether mailed or hand delivered, must arrive at the Puget Sound Partnership no later than 4:00 p.m., local time, on **June 14, 2011.**

The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Consultants assume the risk for the method of delivery chosen. Puget Sound Partnership assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Puget Sound Partnership and will not be returned.

### **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of the Puget Sound Partnership. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of the Puget Sound Partnership, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page.

Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information" the Puget Sound Partnership will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the Puget Sound Partnership will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the Puget Sound Partnership shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

## **2.6 REVISIONS TO THE RFQQ**

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all who receive the RFQQ.

The Puget Sound Partnership also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by Puget Sound Partnership from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.



The Puget Sound Partnership also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

#### **2.10 MOST FAVORABLE TERMS**

The Puget Sound Partnership reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant can propose. The Puget Sound Partnership does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the Puget Sound Partnership.

#### **2.11 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The Puget Sound Partnership will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the CONTRACTOR based upon agreement between the Puget Sound Partnership and the CONTRACTOR.

#### **2.12 COSTS TO PROPOSE**

The Puget Sound Partnership will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

#### **2.13 NO OBLIGATION TO CONTRACT**

This RFQQ does not obligate the state of Washington or the Puget Sound Partnership to contract for services specified herein.

#### **2.14 REJECTION OF PROPOSALS**

The Puget Sound Partnership reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

#### **2.15 COMMITMENT OF FUNDS**

The director of the Puget Sound Partnership or the director's delegate are the only individuals who may legally commit the Puget Sound Partnership to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.16 INSURANCE COVERAGE**

The Contractor is to furnish the Puget Sound Partnership with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Puget Sound Partnership within fifteen (15) days of the contract effective date.

### **Liability Insurance**

*Commercial General Liability Insurance (CGL):* Contractor shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

*Business Auto Policy:* As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

- **Additional Insured.** The Puget Sound Partnership, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- **Cancellation.** The Puget Sound Partnership shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of

premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

- **Identification.** Policy must reference the state's contract number and the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Puget Sound Partnership, the risk manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

#### **Workers' Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### **3 PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ)
2. Qualifications
3. Quotation – to be submitted in a separate, sealed envelope

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### **3.1 LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

#### **3.2 QUALIFICATIONS SECTION**

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

The qualifications response is to be submitted in three sections as follows: 1) Business Information, 2) Experience and Staffing, and 3) Schedule. The optional fourth section would include proof of certification for minority and women-owned businesses participating on the project.

##### **3.2.1 BUSINESS INFORMATION (MANDATORY)**

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm's Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.

- D. Identify any state employees or former state employees employed by the Consultant or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the Puget Sound Partnership that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
- E. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Consultant's position on the matter. The Puget Sound Partnership will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

### **3.2.2 QUALIFICATIONS**

#### **1. EXPERIENCE (SCORED)**

- A. Describe services provided by the Consultant that indicate the firm's ability to provide the services described in this RFQQ.
- B. Describe the firm's recent experience performing similar duties as those outlined in Section 3.2 - Qualification Section of this request.

#### **2. STAFFING (SCORED)**

- A. Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
- B. Provide the name and a resume' of the person who will be the lead contact for the project. Provide names and resumes' for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
- C. List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section 3.2.1 about each.

#### **3. SCHEDULE (SCORED)**

Describe the firm's ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.

#### **4. REFERENCE (MANDATORY)**

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. The Consultant must grant permission to the Puget Sound Partnership to contact the references and others who may have pertinent information. Do not include current Puget Sound Partnership staff as references. The Puget Sound Partnership may evaluate references at the Puget Sound Partnership's discretion.

#### **5. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

### **3.3 QUOTATIONS SECTION**

#### **3.3.1 IDENTIFICATION OF COSTS (SCORED)**

The Quotations section must list all hourly rates and total cost PER TASK, with a total for all services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, or any other applicable fees that would be charged under this contract.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises.

Consultants are required to collect and pay Washington State taxes as applicable.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. Consultants are encouraged, however, to submit proposals which are consistent with state government efforts to conserve state resources.

#### **3.3.2 COMPUTATION**

The score for the cost proposal will be computed by dividing the lowest average hourly rate received by the Consultant's average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.

## **4 EVALUATION AND CONTRACT AWARD**

### **4.1 EVALUATION PROCEDURE**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the Puget Sound Partnership, which will determine the ranking of the proposals.

Puget Sound Partnership, at its sole discretion, may also elect to select the top-scoring firms as finalists for an oral presentation.

### **4.2 CLARIFICATION OF PROPOSAL**

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

### **4.3 EVALUATION WEIGHTING AND SCORING**

The following weighting and points will be assigned to the proposal for evaluation purposes:

Qualifications Section – 60%	60 points
Firm Experience.....35 points (maximum)	
Staff Qualifications.....15 points (maximum)	
Schedule.....10 points (maximum)	
Quotation Section – 40%	<u>40 points</u>
<b>Grand Total</b>	<b><u>100 Points</u></b>

### **4.4 ORAL PRESENTATIONS MAY BE REQUIRED**

Oral presentations, if considered necessary by the Puget Sound Partnership, may be utilized in selecting the winning proposal. The Puget Sound Partnership, at its sole discretion, may elect to select the top-scoring firm(s) from the written evaluation for an oral presentation and contact the top-scoring firm(s) to schedule a date, time and location for an oral presentation. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful bidder.

### **4.5 NOTIFICATION TO PROPOSERS**

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

#### **4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.7 PROTEST PROCEDURE**

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by email, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or Puget Sound Partnership policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) Puget Sound Partnership's assessment of its own and/or other agencies' needs or requirements.



Upon receipt of a protest, a protest review will be held by the Puget Sound Partnership. The Puget Sound Partnership director or an employee delegated by the director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Puget Sound Partnership's action.
- Find only technical or harmless errors in the Puget Sound Partnership's acquisition process and determine the Puget Sound Partnership to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the Puget Sound Partnership options which may include:
  - Correct the errors and re-evaluate all proposals
  - Reissue the solicitation document and begin a new process
  - Make other findings and determine other courses of action as appropriate

If the Puget Sound Partnership determines that the protest is without merit, the Puget Sound Partnership will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5 RFQQ EXHIBITS**

- Exhibit A Certifications and Assurances
- Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)

**CERTIFICATIONS AND ASSURANCES**

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Puget Sound Partnership without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the Puget Sound Partnership will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Puget Sound Partnership, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the Puget Sound Partnership the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

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Signature of Proposer

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Title

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Date